

After considering the pleadings and the evidence introduced, the Court is of the opinion and finds that KAREN SWYNDRO is the legal guardian of the minor child, AWS; that the extent of the liability of Defendants, BEHROOZ SADIGH-POUR, a/k/a BARRY SADIGH POUR BEHROOZ, and ROOZI, INC, is indefinite, uncertain, and incapable of being definitely determined; that the extent of the recovery for the injuries and damages sustained by the Plaintiff, KAREN SWYNDRO, and the minor Plaintiff, AWS, arising out of the incident on January 20, 2008, which is the subject of this action, are also indefinite, uncertain, and incapable of being accurately determined, and that under all circumstances now existing, *financial settlement to the* the settlement reached between the *parties* parties is fair, just, and reasonable, and should be approved by the Court. *mmmm*

IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED as follows:

1. That minor Plaintiff, AWS, does have and recover of and from Defendants, BEHROOZ SADIGH-POUR, a/k/a BARRY SADIGH POUR BEHROOZ, and ROOZI, INC, the sum of \$10,000.00 for the payment of any and all personal injuries, damages, and expenses, including those related to the wrongful death and survivor claims asserted by Plaintiff in this case, incurred by her, past and future, resulting from the incident in question, which sum shall be paid in monthly payments of \$500.00 each beginning on December 1, 2011, and continuing until the amount of \$10,000.00 is paid in full. There shall be no interest accruing on any amounts. The payments shall be made payable to "Karen Swyndro, as legal guardian of AWS" and shall be delivered to Plaintiff's attorney, Mike Warner.
2. ~~That the sum of \$ _____ shall be paid to ED MCCONNELL, the guardian ad litem for the minor Plaintiff, as guardian's fees, which shall be charged to Defendants, BEHROOZ SADIGH-POUR, a/k/a BARRY SADIGH POUR BEHROOZ, and ROOZI, INC.~~ *The guardian ad litem has waived his fee.* *mmmm*
3. That all costs of suit shall be adjudged against the party incurring the same;
4. Attorneys for Plaintiffs shall recover attorneys' fees and costs of only \$350. This amount is equal to the expenses and costs incurred by Plaintiffs' attorneys, all other fees, expenses, and costs being waived by Plaintiffs' attorneys, hereto. *the \$350 to be paid out of the minor plaintiff recovery.* *mmmm*

IT IS FURTHER ORDERED that Defendants are hereby, fully and finally relieved and discharged from any and all liability as the result of injuries and damages, including any and all claims for assault, battery, wrongful death, negligence, intentional infliction of emotional distress, infliction of bodily injury, offensive physical contact, and any and all claims that were alleged or could have been alleged as a result of the incident occurring on or about January 20, 2008. Because this judgment is to be satisfied in monthly payments, execution shall not issue unless Defendants fail to make payments as required by this judgment. In the event Defendants fail to make a payment, Plaintiff's counsel shall notify counsel for Defendants in writing of such failure and Defendants shall have 15 days from the date of receipt of the notice of failure to make the payment. If payment is not made as prescribed above, execution shall issue in the total amount of the judgment giving credit for any amounts paid against said judgment.

IT IS FURTHER ORDERED that any and all relief sought or prayed for by **any and all of the parties** hereto or which might have been prayed for herein, which is not herein specifically granted, be, and the same is hereby, in all things are **dismissed with prejudice**, including, but not limited to claims for assault, battery, wrongful death, negligence, intentional infliction of emotional distress, infliction of bodily injury, offensive physical contact, and any causes of action in the past or future resulting from the death of Corey Lee Wilson.

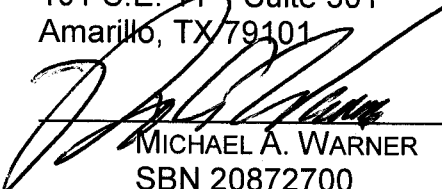
IT IS FURTHER ORDERED that all other claims and causes of action brought herein are **dismissed with prejudice**.

SIGNED October 27, 2011.


JUDGE PRESIDING

APPROVED AS TO FORM AND CONTENT:

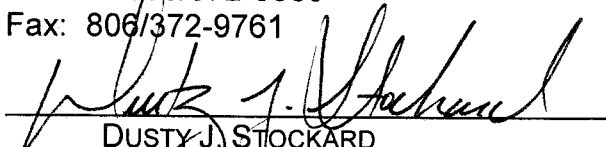
Michael A. Warner
The Warner Law Firm
101 S.E. 11th Suite 301
Amarillo, TX 79101



MICHAEL A. WARNER
SBN 20872700

ATTORNEYS FOR PLAINTIFF

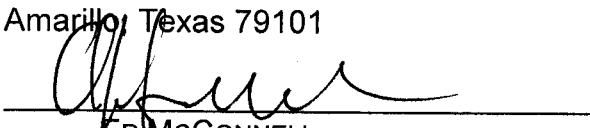
COURTNEY, COUNTISS, BRIAN & BAILEY, L.L.P.
P. O. Box 9238
Amarillo, TX 79105-9238
Phone: 806/372-5569
Fax: 806/372-9761



DUSTY J. STOCKARD
SBN 24028014

ATTORNEYS FOR DEFENDANTS

Ed McConnell
MCCONNELL & TORMEY
310 W. 6th
Amarillo, Texas 79101



ED MCCONNELL
SBN 13442500

ATTORNEY AD LITEM